APPENDIX A

AFFIDAVIT OF JOHN W. WEAVER

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN W. WEAVER, who after being duly sworn on his oath, says and deposes that the following is true and correct to his best information and belief:

> "My name is John W. Weaver and I reside in Scottsdale, Arizona. I have been appointed Trustee of the Liquidating Trust created by the confirmed Chapter 11 Plan in the bankruptcy of Trans Marketing Houston, Inc. ("TMHI").
>
> I entered into performance of my duties on approximately March 8, 1994. At that time, I took over all of the assets, books and records of TMHI which previously were being regularly maintained up to the time of my appointment by employees of the Company. I took over the Debtor's offices initially and I thereafter removed those books and records to a less expensive location here in Houston. Those books and records have been continuously maintained under my

custody and control since the time of my appointment and continue to be so maintained.

One of the largest assets of the Trust is approximately $5 million in accounts receivable owed by seven companies incorporated in various Central and South American countries and who are the Defendants in this adversary proceeding. Those Defendants are generally and collectively referred to as the "Latin American Affiliates." I would note that this is not a phrase which I invented. For instance, the accounts receivable ledger of the Company has one account for trade receivables owed by third parties and a separate account for trade receivables owed by the affiliated companies in Central and South America. Moreover, there are numerous documents in the Company's books and records where the Latin American Affiliates are referred to as affiliates or as distribution arms of TMHI.

For instance, attached hereto as Exhibit A is a portion of one such brochure. At no place does it make clear that these entities are not owned by TMHI, although I have discovered since my appointment that the companies are in fact owned directly or indirectly in the majority by Messrs. Speets and/or Kellogg and with a minority stake, in some cases, being owned by management in the individual countries. This affiliation or distributor relationship among the Defendants has continued since TMHI's bankruptcy.

Attached hereto as Exhibit B is a true copy of a brochure describing Pan American Chemical Marketing, Ltd. ("Panachem"). As noted, the second page of the brochure describes the Latin American Affiliates as a "group of distributors throughout Latin America."

Further evidence of the relationship between Speets and Kellogg and these companies appears in various public documents, as well as the Company's records. For instance, TMHI entered into a restructure of its financing with Banque Paribas in December of 1992. As part of that financing, pledge agreements were entered into by TMH (Trans Marketing Houston) N.V., Speets and Kellogg. Under these pledge agreements, the majority of the stock in all of the Latin American Affiliates was pledged to Banque Paribas Houston Agency. Copies of the relevant portions of those pledge agreements are attached hereto as Exhibits C-1, C-2 and C-3.

I have read portions of sworn testimony by Frans Speets in these bankruptcy proceedings in which he acknowledges that either he or Mr. Kellogg hold officer and director positions with each of the Latin American companies. In addition, the Company files contain at least one note by TMH (Trans Marketing Houston) N.V. signed by Mr. Kellogg as President. A copy is attached hereto as Exhibit D. Both Mr. Speets and Mr. Kellogg reside in Houston.

The Latin American Affiliates have been doing business with TMHI for a number of years. At the time of my appointment, there were a number of contracts with each of the companies which were "open" to the extent that the goods had been delivered, but the Affiliates had not paid. TMHI's general terms and conditions contain two provisos. First, the general law of the State of Texas governs. Second, the International Chamber of Commerce so called "Incoterms" 1990 Edition, govern shipments. I am attaching hereto as Exhibit E relevant portions of the Incoterms 1990 with respect to the terms employed by TMHI and contracts with its Latin American Affiliates.

At the time of the TMHI bankruptcy and at the time of my appointment, there were approximately 190 "open" contracts with the Latin American Affiliates who are Defendants in this case. The documentation on these purchases by the Latin American Affiliates fill three file drawers and are comprised of several thousand pages of contracts, invoices, bills of lading, and so forth. These are only the contracts which I refer to as "open" in the sense that the buyer has not paid for the product which has been delivered. There have been a much larger volume of identical contracts over the years where the Affiliates have paid as agreed.

In spite of the large number of transactions, the way those agreements were

made and the transactions carried out are remarkably similar. The purchase would initially be contracted for with a trader in TMHI's office in Houston over the telephone and a contract sheet written up. That agreement would be confirmed by a telex setting out the basic business terms. Each telex contained a proviso that it would incorporate the TMHI standard terms and conditions and would be a "done deal" unless objection was made within a limited period of time. Each telex provided that credit and payment would be on terms established by TMHI. The particular chemicals were thereafter delivered to ships with the freight prepaid for the benefit of the buyer. The shipping terms were always CIF (i.e., cost, insurance and freight included in the price and delivery to the buyer at the point of shipment) except in the case of the Mexican Affiliate. Delivery in that situation was usually fob Brownsville, Texas (delivery to the buyer at Brownsville). The bill of lading was then sent to the buyer so that the goods could be claimed on arrival.

By way of illustration, I am attaching a sample of documents with each Affiliate and these documents are representative of the way that all transactions with the affiliates were handled:

TRANS MERIDIAN EL SALVADOR
S.A. DE C.V.

F-1	Contract Sheet
F-2	Telex Confirmation
F-3	Invoice with Payment Terms and General Terms and Conditions
F-4	Proof of Delivery
F-5	Bill of Lading and Transmittal

TRANSMERIDIAN GUATEMALA, S.A

G-1	Contract Sheet
G-2	Telex Confirmation
G-3	Invoice with Payment Terms and General Terms and Conditions
G-4	Proof of Delivery
G-5	Bill of Lading and Transmittal

TRANSMERQUIM DE COSTA RICA, S.A.

H-1	Contract Sheet
H-2	Telex Confirmation
H-3	Invoice with Payment Terms and General Terms and Conditions
H-4	Proof of Delivery
H-5	Bill of Lading and Transmittal

TRANSMERQUIM DE MEXICO, S.A. DE C.V.

J-1	Contract Sheet

J-2 Telex Confirmation
J-3 Invoice with Payment Terms and General Terms and Conditions
J-4 Proof of Delivery

TRANSQUIMICA, S.A. DE C.V (Honduras)

K-1 Contract Sheet
K-2 Telex Confirmation
K-3 Invoice with Payment Terms and General Terms and Conditions
K-4 Proof of Delivery
K-5 Bill of Lading and Transmittal

QUIMICA FLAMINGO, S.A.

L-1 Acknowledgement of Oral Agreement from Quimica
L-2 Telex Confirmation
L-3 Invoice with Payment Terms and General Terms and Conditions
L-4 Acknowledgement of Delivery to Ship
L-5 Bill of Lading and Transmittal

SOLVENTES Y QUIMICA DE NICARAGUA, S.A. SOLQUIMISA

M-1 Contract Sheet
M-2 Telex Confirmation
M-3 Invoice with Payment Terms and General Terms and Conditions

M-4 Proof of Delivery to Ship
M-5 Bill of Lading and Transmittal

These sample documents reflect the ordinary course of dealing between these parties over many years. There is no indication that any of the Latin American Affiliates objected to the course of dealing, the general terms or conditions or the required methods of payment. Attached hereto as Exhibit N is an itemized listing of the invoices with these Defendants shown to be outstanding according to the books and records of the Company.

The Company's files indicate that a high degree of the management of purchases by the Latin American Affiliates was directed from Houston. For instance, none of these sales required an entire ship and many were quite small. It appears that the sales to the Latin American Affiliates were often put together from Houston so that a ship under TMHI's hire could drop off partial cargoes at several or all of the Latin American Affiliates as the ship sailed from North to South. A reasonable conclusion to be drawn from these shipping patterns is that the Americans who owned the majority of the Latin American Affiliates' stock were directing when and what those Affiliates should buy.

Likewise, the Latin American Affiliates permitted TMHI to provide other services in the United States. For instance, TMHI paid

routine consul fees for three of the Latin American Affiliates out of its funds even after TMHI was in bankruptcy. The companies involved repaid a portion of that money from personal money market accounts maintained in the United States by foreigners. See Exhibits O-1 through O-4 attached hereto. On the whole, therefore, TMHI and its Latin American Affiliates appear to have operated as an integrated unit until after the bankruptcy filing."

Further the Affiant sayeth not.

/s/_____
JOHN W. WEAVER

SUBSCRIBED AND SWORN TO before me by JOHN W. WEAVER this 3rd day of October, 1994, to certify which witness my hand and seal of office.

/s/_____
Notary Public, State of Texas

*The exhibits to this Affidavit are not attached and can be found in the Record of the Court of Appeals.